

RFP Confidentiality and Non-Disclosure Agreement

_____, (“User”) located at _____, hereby agrees to the provisions of this Confidentiality and Non-Disclosure Agreement (the “Agreement”) in exchange for access to the Request for Proposals for new secure servers, software, network hardware, installation, configuration and maintenance services made available by the Warren County Board of Commissioners (hereinafter “County”).

1. User covenants that he/she will not use for the benefit of himself/herself or any other party (other than County) or disclose to any other person or organization any Confidential Information (as hereinafter defined) except as such disclosure or use is consented to in advance by County in writing. Confidential Information as used herein means information provided within the Request for Proposals, any information provided in connection with or ancillary to the Requests for Proposals, whether its provided in writing, electronically, or orally, information provided that discloses the configuration of the public office’s critical systems, any information provided that constitutes infrastructure records, security records, or records that would jeopardize the security of public office electronic records.
2. The User understands the confidential nature of the Request for Proposals and agrees to protect it in the same manner as it would its own confidential information, and not disclose the Confidential Information to third parties or use the Confidential Information other than as provided for in this Agreement.
3. If Confidential Information, proprietary information, applications and other property is disclosed to the User orally or in writing in connection with the Request for Proposals, the User agrees that such information, applications, and other property shall be considered Confidential Information and maintained in confidence, not disclosed to third parties and used only for performing the User’s obligations pursuant to this Agreement. All Confidential Information shall be deemed to be proprietary.
4. Confidential Information shall be kept confidential in perpetuity.
5. The User acknowledges that given the nature of the Confidential Information contained in the Request for Proposals, the Request for Proposals shall only be accessed and the Confidential Information shall only be used for purposes of preparing a proposal for the County.
6. The User acknowledges that due to the confidential and proprietary nature of the Confidential Information, disclosure to third parties may cause irreparable harm. In no circumstance shall any Confidential Information be shared or divulged by the User except as provided in this Agreement. The User agrees that it will not, without the express prior written authorization, use the Confidential Information for any purpose except to carry out its responsibilities under this Agreement.
7. The User agrees that it will not, without prior written consent, directly or indirectly disclose all or any portion of the Confidential Information or the substance thereof, to any third party except to the extent required by legal process; provided, however, (i) if the

User discloses the Confidential Information to any of its directors, officers, employees, attorneys and other advisors to review, or discloses to them that it has received such Confidential Information, it shall advise them of the confidential and proprietary nature of the confidential information, and obtain their agreement to be bound by the same terms and conditions of this Agreement.; and (ii) if a subcontractor or additional service provider is used by the User to provide services, the User is responsible for ensuring that said subcontractor or service provider signs a Confidentiality and Non-Disclosure Agreement with the User that obligates them to abide by the terms not less restrictive than the terms of this Agreement.

8. The User agrees that in the event that it is required by any court or governmental order to disclose any Confidential Information, it will provide the County, to the extent legally permissible, with prompt written notice of such requirement.
9. The User acknowledges that should it breach this Agreement, money damages would be inadequate compensation and therefore any court of competent jurisdiction may also enjoin the User from disclosing or utilizing the Confidential Information encompassed by this Agreement. Accordingly, the User agrees that, in addition to all other remedies available in an action at law, in the event of any breach or threatened breach by the User of the terms of this Agreement, County shall, without the necessity of proving actual damages or posting any bond or other security, be entitled to temporary and permanent injunctive relief including, but not limited to, specific performance of the terms of this Agreement, and User shall pay all cost including attorney's fees for seeking said remedy at law.
10. This Agreement constitutes the entire agreement and understanding with respect to its subject matter, and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.
11. The representations, warranties, covenants, and agreements contained in this Agreement shall survive the termination of this Agreement and continue until such time as this Agreement may be superseded by another written agreement between the parties.
12. The undersigned User represents that it has the necessary authority to bind the proposing company or firm to the terms of this Agreement

By signing below, the User certifies that he/she has read and understands the terms and conditions of this Agreement and expressly represents and warrants that they have the authority to execute this Agreement.

User Signature

Date

Typed Name

Title

PUBLIC NOTICE

Sealed proposals for the purchase of new secure servers, software, network hardware, installation, configuration and maintenance services shall be received by the Warren County Board of Elections, 520 Justice Drive, Lebanon, Ohio, 45036, until 4:30 p.m., September 3, 2019.

Contractors and Vendors must sign a Non-Disclosure Agreement [NDA] before receiving the proposal documents which may contain confidential network security information. The NDA is attached below.

Any questions regarding the Request for Proposal should be directed to Brian Sleeth Director of Warren County Board of Elections at the following email address. A completed NDA shall be returned to Brian Sleeth at the following email address along with a request for proposal documents:

Brian.Sleeth@co.warren.oh.us

Please contact the Warren County Board of Elections at 513-695-2682 if you have trouble with this procedure or if you need additional information on accessing project information.

A proposal bond or certified check, cashier's check or money order on a solvent bank or savings and loan association in the amount of five percent (5%) of the proposal, as per Section 307.88 of the Ohio Revised Code, must accompany the proposal.

The Warren County Board of Commissioners reserves the right to waive any informality, reject any or all proposals and to hold such proposals for a period of sixty (60) days before taking any action and to award a contract.

By order of the Board of Commissioners, Warren County, Ohio